

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM300077

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SSV Group, Ltd.		04/02/2014	LIMITED LIABILITY PARTNERSHIP:
RECEIVING PARTY DATA			
Name:	LW Robbins, Inc.		
Street Address:	201 Summer Street		
City:	Holliston		
State/Country:	MASSACHUSETTS		
Postal Code:	01746		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85867286	KKERSTENDIRECT	
Serial Number:	85867215	KERSTENDIRECT	
CORRESPONDENCE DATA			
Fax Number:	518487777		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	518-487-7643		
Email:	cbartini@woh.com		
Correspondent Name:	Colleen A. Bartini, Paralegal		
Address Line 1:	One Commerce Plaza		
Address Line 2:	Whiteman Osterman & Hanna LLP		
Address Line 4:	Albany, NEW YORK 12260		
ATTORNEY DOCKET NUMBER:	22790		
NAME OF SUBMITTER:	Colleen Bartini		
SIGNATURE:	/Colleen A. Bartini/		
DATE SIGNED:	04/02/2014		
Total Attachments: 5			
source=_0402120154_001#page1.tif			
source=_0402120154_001#page2.tif			
source=_0402120154_001#page3.tif			

OP \$65.00 85867286

TRADEMARK

source=_0402120154_001#page4.tif

source=_0402120154_001#page5.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of April 1st, 2014, by SSV Group, Ltd. (*"Assignor"*).

WHEREAS, Assignor owns the trademarks listed on Schedule A attached hereto (the *"Marks"*) that are registered or are the subject of a pending application in the United States Patent and Trademark Office;

WHEREAS, pursuant to the Limited Asset Purchase and Services Agreement, dated as of the date hereof (the *"Purchase Agreement"*), by and between Assignor and LW Robbins, Inc., a Delaware corporation (*"Assignee"*), Assignor has agreed to transfer certain intellectual property rights, including, without limitation, the Marks, to Assignee; and

WHEREAS, Assignee desires to acquire all rights, title and interests in, to and under the Marks and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor:

1. All capitalized words and terms used in this Trademark Assignment and not defined herein shall have the respective meanings ascribed to them in the Purchase Agreement.

2. Upon the terms and subject to the conditions of the Purchase Agreement, Assignor hereby conveys, assigns, transfers and delivers absolutely to Assignee, its successors and assigns, all rights, title and interests throughout the world in and to the Marks and the registrations and applications for registration, together with the goodwill of the business connected with and symbolized by the Marks and all rights and powers arising or accrued therefrom including, without limitation, the right to sue and recover damages and other remedies for future and past infringements of the Marks and to fully and entirely stand in the place of Assignor in all matters related thereto.

3. Assignor agrees to take such further action and to execute such additional documents as may be necessary to perfect or confirm Assignee's title in and to the Marks.

4. Assignor hereby requests the Commissioner of Patents and Trademarks (the *"Commissioner"*) to record this Trademark Assignment to Assignee and to issue any certificates of registration in the name of Assignee. Assignor hereby covenants that the Commissioner has full right to convey the entire interest herein assigned to Assignee, and that Assignor has not executed, and will not execute, any agreements inconsistent herewith.

5. Assignor, by its execution of this Trademark Assignment, and Assignee, by its acceptance of this Trademark Assignment, each hereby acknowledge and agree that neither the representations and warranties nor the rights, remedies or obligations of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this instrument, and this Trademark Assignment shall not create any additional obligation or liability for Assignor or Assignee beyond those already specified in or contemplated by the Purchase Agreement and is intended only to assist with consummation of the transactions contemplated by the Purchase Agreement.

6. This Trademark Assignment is made subject to, and with the benefit of, the respective representations, warranties, covenants, terms, conditions, limitations and other provisions of the Purchase

Agreement and in the event of any conflict or other inconsistency between this Trademark and the Purchase Agreement, the Purchase Agreement shall govern and be the controlling document.


7. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without reference to its choice of law rules. The parties hereto, by mutual agreement in writing, may amend, modify and supplement this Trademark Assignment. The failure of any party hereto to enforce at any time any provision of this Trademark Assignment shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Trademark Assignment or any part hereof or the right of any party thereafter to enforce each and every such provision.

8. This Trademark Assignment may be executed in counterparts (including by means of .pdf and facsimile), each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement.

[Signature Page Follows]

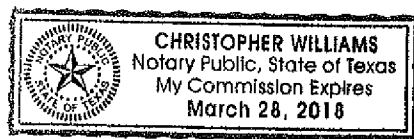
IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the day and year first written above.

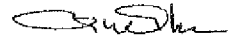
SSV GROUP, LTD.
By: SSV Interests, LLC
Its: General Partner

By: 
Name: John E. Walvoord
Its: Manager

State of TEXAS)
) ss
County of DALLAS)

Then personally appeared the above named Assignor and acknowledged the foregoing act to be its free act and deed, before me, this 1st of April, 2014.




Notary Public Christopher Williams
My commission expires: 03/28/2018

Acknowledged and accepted:

LW ROBBINS, INC.


By: _____
Name: Jeffrey T. Emig
Title: Chief Operating Officer

[Signature Page to the USPTO Trademark Assignment Agreement]

SSV GROUP, LTD.
By: SSV Interests, LLC
Its: General Partner

TRADEMARK
REEL: 005249 FRAME: 0984

SCHEDULE A
TO
TRADEMARK ASSIGNMENT

Sample	Type	Serial / Application Number	Class	Date of 1 st use	Goods & Services
	Logo	85867286	35	2/25/13	Direct marketing services, namely, providing direct mail and direct response marketing for others.
KerstenDirect	Word	85867215	35	2/25/13	Direct marketing services, namely, providing direct mail and direct response marketing for others.